

REMARKS

On October 19, 2006, the Examiner mailed a non-final Office Action for the above-identified application, following withdrawal from issue of the granted patent. All pending claims stand rejected under 35 U.S.C. 101 as directed to non-statutory subject matter, under 35 U.S.C. 112, second paragraph as being incomplete for omitting essential steps, and under 35 U.S.C. 102(e) as unpatentable over USPN 6684196 to Mini et al. (referred to hereafter as Mini). Reconsideration of the rejections in view of the remarks and/or amendments herein is respectfully requested.

REJECTIONS UNDER 35 U.S.C. 101

In the present Office Action, the Examiner rejects pending claims 1, 4, 9-10, 12-13, 15-16, and 21-22 under 35 U.S.C. 101 as directed to non-statutory subject matter. The Examiner asserts that "the claimed invention does not produce a concrete and tangible results [sic] because the claimed invention does not positively claim how the retrieved information from plurality of independent sources is used to determine whether the agreement is determinate because applicant has not positively grouped the independent sources with the transaction. As currently claimed by the applicant, a retrieved information from an independent contractor who may have worked on another unrelated property may be used to make the determination of the agreement between a buyer and a seller."

Applicant disagrees with the assertion that the invention does not produce a concrete an tangible result; the invention decides when a proposed agreement is determinate, i.e. all conditions have been met according to retrieved information, or, alternately, that the contract has failed when a response to a condition indicates the condition cannot be satisfied. The invention then sends a particular notification to the contracting parties.

Applicant specifically disagrees with the implicit assertion by the Examiner that retrieved information must be directly related to a property being negotiated, i.e. an independent contractor (e.g. building inspector) can provide only information related to the subject property. While this is usually the situation in most proposed agreements, the contracting parties are free to specify the conditions of their proposed agreement, and the information sources that provide information relevant to those conditions. It is indeed possible that a buyer and a seller may wish to condition a purchase agreement for one

property on the results of an inspection of another property. This is entirely within the scope of the invention, and does not render the results of the invention any less useful, tangible, or concrete. Similarly, the results of a ballot proposition may or may not be directly related to a real estate transaction, but are a claimed aspect of the invention because the contracting parties could specify the ballot proposition results as a contingency. The invention produces a concrete decision based on variables the contracting parties deemed useful, using tangible information to evaluate those variables.

REJECTIONS UNDER 35 U.S.C. 112, second paragraph

The Examiner also rejects pending claims 1, 4, 9-10, 12-13, 15-16, and 21-22 under 35 U.S.C. 112, second paragraph as being incomplete for omitting essential steps. Applicant respectfully traverses this rejection. The contracting parties identify the independent information sources they deem necessary for an agreement, and the conditions relevant to the agreement that the information sources will describe. In a typical real estate transaction, the independent information source may be a building inspector, and the relevant information will be whether a house passes the inspection, for example. If the house passes, the condition is met, otherwise the condition is not met. If the contracting parties have decided that passing the inspection is a condition precedent, then the information provided is linked to the determinacy of the agreement.

In other words, the present invention allows contracting parties to select contingencies in their agreement having some terms depend on events and data that may be independently observed, to manage the contracts automatically (page 6 lines 21-25). Conditions may depend upon independent informational sources that are targeted (and that may optionally have been previously identified and linked-to (page 6 lines 2-3)) for automatic information retrieval. The information can be retrieved through any means familiar to those of ordinary skill in the art, e.g. receiving an email or examining a particular web site.

REJECTIONS UNDER 35 U.S.C. 102(e)

The Examiner also rejects pending claims 1, 4, 9-10, 12-13, 15-16, and 21-22 under 35 U.S.C. 102(e) as unpatentable over Mini. Applicant respectfully traverses this rejection

also. The present invention considers the timing of contract conditions via milestones or deadlines that have been specified, and selectively checks on contract conditions at corresponding milestone points. This latter feature enables time-based contingencies to be handled. Mini fails to consider time-based contingencies, and indeed apparently does not deal with time at all except to specify when offers may be received and to allow contracting parties to coordinate their schedules for viewing houses. Applicant has amended the claims herein to more clearly define the invention accordingly.

Further, it is possible that information could be provided denoting that the condition will never be met, thus the agreement can never succeed. The invention can provide this notification to the contracting parties as well. In contrast, Mini seems never to decide that an agreement cannot be done.

Applicant believes all pending claims are allowable as amended and therefore requests this case be allowed by the Examiner. The Examiner is invited to telephone the Applicant's representative at the number below to expedite prosecution of this case.

Respectfully submitted,

Nimrod Megiddo

By Marc D. McSwain
Marc D. McSwain (#44,929)
Agent for Applicant
(408) 927-3364